

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MELODY BYNUM,	)	
	)	
Plaintiff,	)	Civ. Action #: 1:15-cv-006263-JBW-
	)	CLP
v.	)	
	)	
MAPLEBEAR INC., d/b/a INSTACART,	)	
	)	
Defendant.	)	
_____	)	

**DECLARATION OF HEATHER WAKE IN SUPPORT OF DEFENDANT MAPLEBEAR  
INC., D/B/A INSTACART'S MOTION TO COMPEL ARBITRATION AND TO  
DISMISS THE COMPLAINT OR STAY THE LITIGATION**

I, Heather Wake, hereby declare as follows:

1. I currently hold the position of Senior Manager, Internal Operations at Instacart and have held this position since June 2015. I have personal knowledge of the following facts, or gained knowledge of the following facts through my review of Instacart business records, and if called as a witness in this matter, I could competently testify as to their truth.

2. Instacart was founded in 2012 and is headquartered in San Francisco.

3. Instacart uses a communications and logistics platform (called "the Instacart platform" in this declaration) to facilitate connections between customers who wish to purchase grocery items and individuals who are willing to shop for the groceries and/or deliver the groceries to the customer (called "Personal Shoppers").

4. The Instacart platform ties into and interfaces with Instacart's website and mobile phone software applications.

5. The Instacart platform is currently used in several areas across the United States. Those areas include the San Francisco Bay Area, Chicago, Boston, Denver, Philadelphia,

Washington, D.C., Los Angeles, Austin, Seattle, Atlanta, Houston, Portland, Boulder, Stamford, Miami, Minneapolis, Indianapolis, and New York City. Instacart has operated in New York City since March 2014.

6. Instacart customers (in the areas where the Instacart platform is active) who wish to purchase grocery-type items from stores like Safeway, PETCO, Costco, Whole Foods Market, and other retail stores create an account with Instacart via the Instacart website or app, and can place an order for those items at those stores using Instacart's website or app. Instacart customers can also specify whether they want to pick up the groceries (already purchased and bagged for them) from the store, whether they want the groceries delivered, and, if they would like the groceries delivered, they can specify a timeframe for delivery.

7. Once a customer places an order, the Instacart platform connects that customer with an available Personal Shopper who is likely to complete the order within the requested timeframe. A Personal Shopper may handle both the in-store shopping and delivery aspects of a customer's grocery order, or may handle one of the two aspects (either in-store shopping or only the delivery aspect).

8. To become a Personal Shopper, an individual clicks on a link on the Instacart website front page that says "Become a Shopper." Clicking on that link takes the person to a Personal Shopper application portion of the website, which describes the tasks that a Personal Shopper may be contracted to perform (e.g., shop for groceries, deliver groceries, or both), the qualifications to enter into a contract as a Personal Shopper, an overview of the application process, and an "Apply Now!" link to start the application process.

9. All independent contractors must review and electronically sign an Independent Contractor Agreement during the application process. Ms. Melody Bynum reviewed and

electronically signed an Independent Contractor Agreement with Instacart on October 15, 2014, as described below.

10. Instacart uses an electronic signature service called HelloSign for its Independent Contractor Agreements. The HelloSign service maintains an audit trail that tracks, using IP addresses and other identifying data, when each applicant receives, views, and signs each Independent Contractor Agreement. It also enables an applicant, after being properly authenticated through various security measures, to electronically sign and affix his or her signature to the Agreement without printing it out. HelloSign describes these and other security features on its website at <https://www.hellosign.com/info/security>. The HelloSign program does not set a time limit for a Personal Shopper to review and sign the Independent Contractor Agreement.

11. HelloSign's website (<https://www.hellosign.com/info/legal>) states that the HelloSign service "complies with the requirements of the U.S. Electronic Signature in Global and National Commerce Act of 2000 (E-SIGN), the Uniform Electronic Transactions Act (UETA), and the European EC/1999/93 Directive regarding electronic signatures and transmissions, thus making eSignatures fast, easy, and legally binding."

12. Attached as **Exhibit A** to this declaration is a true and correct copy of the Instacart Shopper Paperwork for Ms. Bynum. In order to protect Ms. Bynum's privacy and to prevent identify theft, Instacart has redacted the following sensitive, personal, and private data from this public filing: Ms. Bynum's social security number, date of birth, driver's license data, current street name, number, and zip code of her home address, telephone number, email address, and IP address. Instacart has provided a copy of Exhibit A to plaintiff's counsel in unredacted form and is prepared to make the unredacted exhibit available to the Court for review

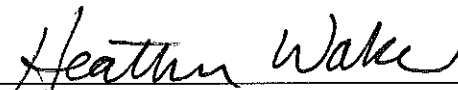
under seal or in camera, should the Court so desire. This paperwork was obtained from Instacart's records, and contains Ms. Bynum's (1) Independent Contractor Agreement; (2) W-9; and (3) an Audit Trail from HelloSign. The Audit Trail shows when Ms. Bynum's paperwork was sent to her for signature, when it was viewed, and when it was signed and closed.

13. Per the HelloSign service (see <https://www.hellosign.com/info/tour>), Ms. Bynum received a copy of her completed application paperwork, including the signed Independent Contractor Agreement, at the completion of the application process.

14. Ms. Bynum started using the Instacart Platform as a Personal Shopper on or around October 13, 2014, and last used Instacart's platform on or around October 5, 2015. Instacart paid out funds to Ms. Bynum per the terms in her Agreement.

I declare under penalty of perjury under the law of the United States of America that my statements above are true and correct to the best of my knowledge and belief.

Signed on December 15 2015, in San Francisco, California.

  
Heather Wake

# **EXHIBIT A**



Sign documents

contracts@instacart.com ▼

Instacart Paperwork



[Edit signature](#)

REMAINING CREDITS

Unlimited documents

Unlimited templates

[Settings](#)

[Logout](#)



#### PREVIEW

Instacart Shopper Pape... Melody Bynum - (6428)

[BACK TO DOCUMENTS](#)

## INSTACART SHOPPER PAPERWORK

**1. Independent Contractor Agreement – 10 pages**

*Explains the terms and conditions for becoming an Instacart Shopper*

**2. Disclosure and Authorization to Conduct Background Check – 5 pages**

*Allows us to conduct a background and driving record check*

**3. W-9 – 1 page + 3 pages of instructions**

*For tax purposes*

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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made effective as of 10 / 15 / 2014  
by and between Maplebear, Inc., doing business as **Instacart** ("Company"), and  
Melody Bynum, an individual ("Contractor") (collectively referred to as the "Parties").

Full Name

### 1 SERVICES OF CONTRACTOR

Company hereby engages Contractor to perform, and Contractor agrees to perform, the services described in Exhibit A attached to this Agreement (the "Services"). If Company desires that Contractor perform additional Services, Company and Contractor shall execute an additional exhibit to this Agreement setting forth the nature of such additional Services, the fees payable for such Services and any other terms and conditions with respect thereto. Each such additional exhibit shall incorporate the terms and conditions set forth herein, except as expressly set forth in such additional exhibit. The standard for acceptance of the Services to be performed hereunder shall be compliance in all material respects with the standards and requirements set forth in Exhibit A (or any additional exhibit). All Services shall be subject to Company's review and approval.

### 2 FEES

Company agrees to pay Contractor for the Services pursuant to the fee schedule set forth in Exhibit A. As a condition of receiving payment, Contractor shall provide Company with Contractor's taxpayer identification number and submit an invoice to Company in a format acceptable to Company. Contractor shall be responsible for all expenses incurred or necessary in the performance of the Services, including but not limited to telephone, mailing and travel expenses. Contractor shall pay twenty-five cents per batch picked for use of the proprietary "Instacart Shopper" app provided to contractor by Company.

### 3 TERM OF AGREEMENT

This Agreement will continue for the period of time necessary for Contractor to complete the Services, or upon delivery to Contractor of written notice from Company terminating this Agreement, which may be provided at any time. Unless Contractor shall have breached its obligations hereunder, if Company shall terminate this Agreement before Contractor shall have completed the Services, Company shall pay Contractor its fees to the extent performed, completed and delivered as of the effective date of termination in compliance with Company's specifications or otherwise accepted in writing by Company. If Contractor shall have breached its obligations under this Agreement, any amount payable by Company may be reduced by the actual damages suffered by Company as a result thereof. A breach by Contractor shall include, but not be limited to, Contractor's failure to complete the Services specified herein in a manner satisfactory to Company and as required by Exhibit A, Contractor's unauthorized disclosure of Confidential Information (as defined below), breach of any other obligations hereunder, or Contractor's carelessness, misconduct or unjustifiable neglect of its duties hereunder.

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#### **4 RELATIONSHIP OF THE PARTIES**

- 4.1 Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Company as Contractor's employer, partner, joint venturer, agent, or principal, nor shall this Agreement be construed to establish any such relationship. Contractor shall not be entitled to any benefits accorded to Company's employees, including workers' compensation, disability insurance, health insurance, vacation, or sick pay.
- 4.2 Contractor shall be solely responsible for payment of worker's compensation, disability insurance, health insurance, and/or other similar benefits, unemployment or other similar insurance, all necessary liability insurance of Contractor and its personnel, if appropriate, and for withholding income and reporting wages on behalf of its personnel in accordance with all applicable laws, statutes, and regulations and/or other similar taxes or social security for Contractor as levied by any governmental authority. Company shall not be liable for any penalties and/or late fees, which may be imposed if such taxes are not paid by Contractor. Contractor further agrees that Contractor shall defend, indemnify and hold Company, and its affiliates, and their respective officers, directors, shareholders, employees, agents, successors and permitted assigns thereof harmless for any and all judgments, fines, costs, penalties, assessments or fees associated with such required payments.
- 4.3 Contractor has no authority to make promises, agreements or otherwise make commitments on Company's behalf.
- 4.4 Contractor may represent, perform services for, or be employed by, any additional persons, or companies as Contractor sees fit.

#### **5 CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES**

- 5.1 Contractor represents that Contractor has the qualifications, licenses and ability to perform the Services in a competent, professional manner. Contractor shall be solely responsible for the performance of the Services and shall determine the method, details, and means of performing the Services, subject to the standards set forth herein or in Exhibit A.
- 5.2 Contractor shall and does hereby indemnify, defend, and hold harmless Company, and Company's officers, directors, shareholders, employees and agents, and its or their successors and assigns, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any of the foregoing persons may incur or suffer and that result from, or are related to, the performance of Services by Contractor, or any breach or failure of Contractor to perform any of the representations, warranties, and agreements set forth in this Agreement.
- 5.3 Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, workers' compensation, automotive liability, or other insurance as well as licenses and permits usual or necessary for performing the Services. Contractor shall provide proof of insurance coverage upon request by Company.

#### **6 NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

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- 6.1 During the course of Contractor's relationship with Company, Contractor may have access to and become acquainted with confidential, proprietary and trade secret information of Company and/or its clients (collectively, "Confidential Information"), which is very valuable to Company. Confidential Information includes all information relating in any manner to the business of Company or its clients, as applicable, and its and their consultants, customers, clients, and business associates, which is not known generally to the public. Confidential Information also includes, but is not limited to, trade secrets, client or vendor lists, client information, contracts, agreements, accounting or financial information, pricing information, business plans and data, formulae, technical know how, processes, methods, techniques, procedures, software, data bases, personnel information, marketing strategies and data, pending projects and proposals, programs, designs, drawings, diagrams, test data, research and other such information of a confidential nature regardless of whether furnished before or after the date hereof, whether oral or written, and regardless of the form of communication or the manner in which it is furnished and all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents prepared by Contractor containing or based in whole or in part on any such furnished information. Contractor specifically agrees that all Confidential Information shall be treated as confidential without regard to whether any specific item of information or material has been labeled "Confidential," "Secret," or "Trade Secret," or any similar designation. Confidential Information does not include, however, information that Contractor can show by documentary evidence: (i) is or becomes generally available to the public through no wrongful act of Contractor; or (ii) has been independently acquired or developed by Contractor without violating any of Contractor's obligations under any agreement with Company, any agreement with a third party, or applicable law.
- 6.2 Contractor (i) will hold and maintain all Confidential Information in the strictest confidence; (ii) except as reasonably necessary to perform Contractor's Services or as authorized in writing by Company, will not at any time, whether during or subsequent to the Term of this Agreement, in any fashion, form or manner, either directly or indirectly, use, divulge, disclose or communicate any Confidential Information to any person, firm, corporation or entity in any manner whatsoever; and (iii) shall require, and insure that, its directors, officers, employees, agents and permitted subcontractors who may receive Confidential Information maintain the same in strict confidence and not use or disclose the information except as permitted under this Agreement. Contractor acknowledges that further customer-specific compliance requirements may be applicable and enforceable against Contractor.
- 6.3 Contractor agrees that all drawings, memorandums, invoices, diaries, project books, notebooks, sketches, reports, manuals, computer programs, computer files and any other materials in any manner and in any medium affecting, recording or relating to Company's Confidential Information shall at all times be and remain Company's sole property, and shall not be removed from Company's premises under any circumstances whatsoever without Company's prior written consent, except when (and only for the period) necessary to carry out Contractor's Services hereunder, and if removed shall be immediately returned to Company upon termination of this Agreement, and no copies shall be kept by Contractor. Upon Company's request, Contractor will provide a declaration to Company certifying that all Confidential Information and all copies thereof have been delivered to Company, and deleted from Contractor's computers, lap tops, or other electronic or recording device.
- 6.4 If Contractor is required by applicable law or regulation or by legal process to disclose any Confidential Information, Contractor will immediately notify Company in writing prior to making any such disclosure and assist Company in seeking a protective order or other

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appropriate remedy. Contractor further agrees that if Company is not successful in precluding the requesting legal body from reviewing the Confidential Information, Contractor will furnish only that portion of the Confidential Information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

- 6.5 The restrictions placed upon Contractor in this Section will survive the termination of this Agreement, and continue in perpetuity. Contractor agrees that any breach of any term of this Section is a material breach of this Agreement.

## 7 DISPUTE RESOLUTION

- 7.1 Following the full opportunity to discuss and negotiate over this dispute resolution procedure, the Parties agree that to the fullest extent permitted by law, any controversy, dispute or claim arising out of or relating to the Services performed by the Contractor, this Agreement, the breach, termination, interpretation, enforcement, validity, scope and applicability of any such agreement, or any allegations of discrimination or harassment on any basis under federal, state, or local law, which could otherwise be heard before any court of competent jurisdiction (a "Dispute"), shall be submitted to and determined exclusively by binding arbitration. The Parties agree that a Dispute arising under any law that requires resort to an administrative agency may be brought before such agency as permitted by law, and that after exhaustion of administrative remedies, the Parties must pursue such Dispute through this binding arbitration procedure to the fullest extent permitted by law.
- 7.2 The arbitration shall be administered by JAMS at its office located at Two Embarcadero Center, Suite 1500, San Francisco, CA 94111, pursuant to its Employment Arbitration Rules and Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness (collectively, "Rules") that are in effect when arbitration is demanded. Attached as Exhibit B is a copy of the current version of the Rules. Any subsequent modifications to the Rules would be available at [www.jamsadr.com](http://www.jamsadr.com). In the event of any conflict between the Rules and this Agreement, this Agreement shall apply. The Parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules.
- 7.3 The parties will equally advance all of the arbitrator's expenses and fees. The arbitrator will allow for sufficient discovery procedures, including access to essential documents and witnesses, to satisfy principles of due process. The arbitrator may award any remedy or relief available under applicable law in a court proceeding, including, without limitation, damages, costs, and injunctive relief. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. After completion of the arbitration, the arbitrator shall submit a decision in writing, specifying the findings of fact and the conclusions of law on which the decision is based; in his discretion, the arbitrator may award fees and costs to the prevailing party.
- 7.4 The Parties agree that the enforceability of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 2), and acknowledge that Company's business and the nature of Contractor's services involve interstate commerce. The arbitrator shall apply California substantive law to the proceeding, except for any claim to which Federal substantive law would apply. **The Parties each expressly waive the right to a jury trial and agree that the arbitrator's award shall be final and binding on the Parties.** Any action to review the arbitration award for legal error or to have it confirmed, corrected or vacated shall be decided

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pursuant to California law and shall be filed and maintained in a California state court of competent jurisdiction.

## **8 NOTICES**

All notices, consents, or communications required or permitted under this Agreement shall be in writing and shall be addressed to the other Party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iv) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each Party may, by five days advance written notice to all other Parties, specify any other address for the receipt of such notices.

## **9 SUCCESSORS AND ASSIGNS**

This Agreement is intended to bind and inure to the benefit of and be enforceable by Company, Contractor, and their respective heirs, successors and assigns, except that Contractor may not assign Contractor's rights or delegate Contractor's duties or obligations hereunder (including, without limitation, pursuant to any subcontract) without the prior written consent of Company, which may be given or withheld in the sole and absolute discretion of Company.

## **10 SEVERABILITY**

If any provision of this Agreement, or any part thereof, be declared or determined by any arbitrator or court to be illegal, invalid or unenforceable and are therefore stricken or deemed waived, the remainder of the provision and the Agreement shall nonetheless remain binding in effect, and shall be interpreted in a way to achieve the goals or intent of the stricken or waived provisions to the extent such interpretation is consistent with applicable law.

## **11 WAIVER**

No waiver by any Party to this Agreement of any provision hereof shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach of such provision, or a waiver of any other provision of this Agreement by any other Party.

## **12 REMEDIES CUMULATIVE**

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which either Party may have under this Agreement or applicable law. All rights and remedies of each Party to this agreement, whether under this Agreement or applicable law, shall be cumulative.

## **13 GOVERNING LAW**

This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of California. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against either Party.

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**14 ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements between Contractor and Company, whether oral or in writing, and contains all of the covenants and agreements between Contractor and Company with respect to Contractor's services. Contractor and Company each acknowledge that no representations, inducements, promises, or agreements, originally or otherwise, have been made to either Party to the other, or by anyone acting on behalf of either Party, which are not embodied herein. This Agreement can only be modified by a written agreement executed by Contractor and by the President of Company.

**IN WITNESS WHEREOF**, the Parties have executed this Independent Contractor Agreement effective on the day and year first written above.

**COMPANY****CONTRACTOR**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Melody Bynum \_\_\_\_\_

Title: \_\_\_\_\_

SSN:  \_\_\_\_\_

Mailing Address:

Mailing Address:

Instacart  
92 South Park Street  
San Francisco, CA 94107

Street:  \_\_\_\_\_City, State, Zip  \_\_\_\_\_

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**EXHIBIT A****1 SERVICES TO BE PERFORMED**

Company has retained Contractor to perform the following Services:

- Shopping and delivery services for customers of Company

**2 FEES AND PAYMENT**

The project fees applicable for the Services are as follows:

For each "batch" of orders picked, contractor will receive the greater of \$5 (five dollars) per batch or 50 (fifty) cents per item picked. Contractor will receive an additional commission of \$5 per order delivered. Contractor will also receive an additional twenty five cents per batch if he or she wears an "Instacart" shirt while picking the batch and delivering all orders comprised of that batch. The contractor will be charged \$0.25/batch for the use of the app.

This compensation schedule can be changed by Instacart at any time with ten days' notice.

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**EXHIBIT B****JAMS Employment Arbitration Rules and Procedures and  
Policy on Employment Arbitration Minimum Standards of Procedural Fairness****Effective July 15, 2009**

This document presents the principles and policies of JAMS on the use of arbitration for resolving employment-related disputes. These policies include the "Minimum Standards of Procedural Fairness," which apply to arbitrations based on pre-dispute agreements that are required as a condition of employment. JAMS will administer mandatory arbitrations in employment cases only if the arbitration provision complies with JAMS Minimum Standards.

JAMS continues to urge employers and employees to use, at the earliest point possible, mediation and other ADR processes that encourage consensual resolution of disputes in a fair, affordable, and efficient manner. We also recommend that employers consult with counsel when considering, drafting, or implementing pre-dispute arbitration clauses that relate to statutory employment claims.

**A. Preference for Mediation and Voluntary Arbitration**

JAMS encourages the use of mediation and of voluntary arbitration that is not a condition of initial or continued employment. JAMS does not take a position on the enforceability of condition-of-employment arbitration clauses, but it monitors developments in courts, legislatures and regulatory agencies concerning the enforceability of the clauses. If courts rule definitively that such clauses are unenforceable, or if laws or regulations proscribe their use, JAMS will comply with the rulings or laws in the applicable cases or jurisdictions. Absent such proscriptions, JAMS accepts arbitration assignments based on condition-of-employment clauses (provided the Minimum Standards are met), but does not encourage the use of such clauses.

**B. Minimum Standards of Procedural Fairness**

If an arbitration is based on a clause or agreement that is required as a condition of employment, JAMS will accept the assignment only if the proceeding complies with the "Minimum Standards of Procedural Fairness for Employment Arbitration."

**Standard No. 1: All Remedies Available**

All remedies that would be available under the applicable law in a court proceeding, including attorneys fees and exemplary damages, as well as statutes of limitations, must remain available in the arbitration. Post-arbitration remedies, if any, must remain available to an employee.

*Comment:* This standard does not make any change in the remedies available. Its purpose is to ensure that the remedies available in arbitrations and court proceedings are the same. JAMS does not object if an employer chooses to limit its own post-arbitration remedies.

**Standard No. 2: Arbitrator Neutrality**

The arbitrator(s) must be neutral, and an employee must have the right to participate in the selection of the arbitrator(s).

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**Standard No. 3: Representation by Counsel**

The agreement or clause must provide that an employee has the right to be represented by counsel. Nothing in the clause or procedures may discourage the use of counsel.

**Standard No. 4: Access to Information/Discovery**

The procedures must provide for an exchange of core information prior to the arbitration.

*Comment:* Generally this discovery should include at least (a) exchange of relevant documents, (b) identification of witnesses, and (c) one deposition for each side, i.e., of the employee and of a supervisor or other decision-maker of the employer. Other discovery should be available at the arbitrator's discretion.

**Standard No. 5: Presentation of Evidence**

At the arbitration hearing, both the employee and the employer must have the right to (a) present proof, through testimony and documentary evidence, and (b) to cross-examine witnesses.

**Standard No. 6: Costs and Location Must Not Preclude Access to Arbitration**

An employee's access to arbitration must not be precluded by the employee's inability to pay any costs or by the location of the arbitration. The only fee that an employee may be required to pay is JAMS' initial Case Management Fee. All other costs must be borne by the company, including any additional JAMS Case Management Fee and all professional fees for the arbitrator's services. In California, the arbitration provision may not require an employee who does not prevail to pay the fees and costs incurred by the opposing party.

*Comment:* JAMS does not preclude an employee from contributing to administrative and arbitrator fees and expenses.

**Standard No. 7: Mutuality**

JAMS will not administer arbitrations pursuant to clauses that lack mutuality. Both the employer and the employee must have the same obligation (either to arbitrate or go to court) with respect to the same kinds of claims.

**Standard No. 8: Written Awards**

An arbitration award will consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim. The Arbitrator will also provide a concise written statement of the reasons for the Award, stating the essential findings and conclusions on which the award is based.

\*\*\* If JAMS becomes aware that an arbitration clause or procedure does not comply with the Minimum Standards, it will notify the employer of the Minimum Standards and inform the employer that the arbitration demand will not be accepted unless there is full compliance with those standards. In assessing whether the standards are met and whether to accept the arbitration assignment, JAMS, as the ADR provider, will limit its inquiry to a facial review of the clause or procedure. If a factual inquiry is required, for example, to determine compliance with Minimum Standards, it must be conducted by an arbitrator or court.

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### C. Questions About Enforcement and Arbitrability

If a party contests the enforceability of a pre-dispute arbitration agreement that was required as a condition of employment, and if compliance with the Minimum Standards is in question, JAMS will, if given notice of the dispute, defer administering the arbitration for a reasonable period of time to allow the contesting party to seek a judicial ruling on the issue. JAMS will comply with that judicial determination. If there is no judicial determination within a reasonable period of time, JAMS will resolve questions of arbitrability under the applicable JAMS Arbitration Rules & Procedures for Employment Disputes.

### D. Other

Parties to an employment arbitration may choose to follow the Arbitration Rules & Procedures for Employment Disputes that were developed by JAMS. These Rules & Procedures exceed the Minimum Standards by providing further procedural protections, including additional discovery and an optional appeal process, to all parties in an employment arbitration.

JAMS is committed to ensuring that all staff who work on employment-related dispute resolution issues are aware of these principles and policies. Internal controls are used to ensure knowledge and compliance by the staff, and to ensure that the company's marketing activities in the employment area do not give rise to any actual or perceived conflict of interest on the part of JAMS or its neutrals.

***Note: These Minimum Standards do not apply if the agreement to arbitrate was individually negotiated by the employee and employer or the employee was represented or advised by counsel during the negotiations.***

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**DISCLOSURE AND AUTHORIZATION TO CONDUCT BACKGROUND CHECK**

[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]

As part of our evaluation process for employment, promotion, retention, contingent or temporary staffing, consulting, sub-contract work, or volunteer work, MAPLEBEAR INC DBA INSTACART "COMPANY" may obtain information about you for employment purposes from a third party consumer reporting agency. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" (background check) which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which may involve personal interviews with sources such as your associates, colleagues, neighbors or friends. These reports may contain information regarding your criminal history, Social Security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background information. Credit history may be requested, but only where such information is substantially related to the duties and responsibilities of the position for which you are applying.

You have the right, upon written request made within a reasonable time, to learn whether a consumer report has been requested about you. You also have the right to obtain a disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history.

All reports referenced in this document will be obtained from Frasco Profiles, 215 W. Alameda Avenue, Burbank, CA 91502, Phone: (800) 820-9029, Fax: (818) 567-1215, [www.frascoprofiles.com](http://www.frascoprofiles.com). The scope of this notice and authorization is all-encompassing, allowing COMPANY to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

**APPLICANT IDENTIFICATION INFORMATION**

This information is being collected for the sole purpose of completing your background check. No information provided below will be used as hiring criteria. For information regarding Frasco Profiles' privacy policy, please refer to [www.frascoprofiles.com](http://www.frascoprofiles.com)

Last Name Bynum	First Name Melody	Middle Name S
Other Names Used in Past 10 Years: N/A		
Social Security Number: [REDACTED]		
Month of Birth: [REDACTED]	Day of Birth: [REDACTED]	Year of Birth: [REDACTED]
Drivers License Number*: [REDACTED]		
State of Drivers License Number: [REDACTED]		
Prior Drivers License Numbers & States of Issue: N/A		
If no DL, State Issued ID Card # & State of Issue:		
Present Street Address: [REDACTED]		
City: [REDACTED]	State: NY	Zip [REDACTED]
Past Address if Above Less than 1 Year [REDACTED]		
City: [REDACTED]	State: [REDACTED]	Zip [REDACTED]
Phone Number w/Area Code: [REDACTED]		
Alternate Phone Number w/Area Code: [REDACTED]		
Email Address: [REDACTED]		

**ACKNOWLEDGMENT AND AUTHORIZATION**

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION on page 1 of this document and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents.

I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by COMPANY at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, court administrator, state or federal agency, institution of learning, school or university (public or private), information service bureau, employer, credit bureau, department of motor vehicles or driver licensing bureau, military branch or National Personnel Records Center, sex offender registry, licensing board, workers' compensation administrator, personal or professional reference to furnish any and all background information requested by Frasco Profiles, 215 W. Alameda Avenue, Burbank, CA 91502, Phone: (800) 820-9029, Fax: (818) 567-1215, www.frascoprofiles.com, another outside organization or individual acting on behalf of Frasco Profiles, and/or COMPANY itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

California applicants or employees only: By signing below, you also acknowledge receipt of the Additional Notice to California Applicants. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by COMPANY whenever you have a right to receive such a copy under California law. ☐

Full Name (print): Melody Bynum

Other Full Names used in past ten years: N/A

Social Security Number: [REDACTED]

Signature:  Date: 10 / 15 / 2014



Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to

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remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW, Washington, DC 20006
b. Such affiliates that are not banks, savings associations or credit unions also should list in addition to the CFPB:	b. Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
2. To the extent not included in item 1 above:	a. Office of the Comptroller of the Currency Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.
a. National banks, federal savings associations, federal branches and federal agencies of foreign banks.	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11, Kansas City, MO 64106
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	d. National Credit Union Association Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach(DCCO) 1775 Duke Street, Alexandria, VA 22314
d. Federal Credit Unions	
3. Air Carriers	Asst. General Counsel for Aviation & Enforcement Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor.
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8 <sup>th</sup> Floor, Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St. NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 877-382-4357

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) <div style="border: 1px solid black; padding: 2px;">Melody Bynum</div>		
Business name/disregarded entity name, if different from above <div style="border: 1px solid black; height: 1.2em;"></div>		
Print or type See Specific Instructions on page 2.	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <div style="border: 1px solid black; height: 1.2em;"></div>	Requester's name and address (optional) <div style="border: 1px solid black; height: 1.2em;"></div>
	City, state, and ZIP code <div style="border: 1px solid black; height: 1.2em;"></div>	
List account number(s) here (optional) <div style="border: 1px solid black; height: 1.2em;"></div>		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Part II Certification</b>            Under penalties of perjury, I certify that:            1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and            2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and            3. I am a U.S. citizen or other U.S. person (defined below).   <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.         </div> <div style="width: 35%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">           Taxpayer identification number  <div style="display: flex; justify-content: space-between;"> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> </div> </div> <div style="border: 1px solid black; padding: 2px;">           Employer identification number  <div style="display: flex; justify-content: space-between;"> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> <div style="width: 15px; height: 15px;"></div> </div> </div> </div> </div>		
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ 10 / 15 / 2014	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
<b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  <b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).  <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		

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Form W-9 (Rev. 12-2011)

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The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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